# **Terms and Conditions**

#### Effective Date: 1st March 2025

These terms and conditions ("Terms") govern your use of the website located at <u>www.fullyspoken.com</u> (the "Site"), operated by Fully Spoken Ltd ("we," "us," or "our"). By accessing or using the Site, you agree to these Terms. If you do not agree, please discontinue use of the Site immediately.

# **1. General Information**

Fully Spoken operates as a service provider offering language tutoring and related educational services tailored to the needs of neurodivergent learners. Fully Spoken directly manages and delivers its services through qualified tutors and professionals.

Tutors working with Fully Spoken are engaged by the company to deliver services that align with our standards and objectives. They are responsible for providing high-quality tutoring sessions and complying with applicable laws and regulations.

# 2. Services

Fully Spoken provides the following services to organisations:

- **Directly managed and customised language learning** for neurodivergent learners.
- Consultation for bespoke learning solutions for organisational clients.
- Progress tracking tools (future offering).
- Downloadable or purchasable resources (future offering).

These Terms apply to all the services displayed on our Site at the time you access it. We strive for accuracy in descriptions and images, but we cannot guarantee that all representations are entirely error-free. You agree to purchase services at your own risk. We reserve the right to modify, reject, or cancel your order if necessary. If we cancel your order after processing payment, you will receive a full refund. You are responsible for monitoring your payment method for refund verification.

# 3. Accounts

By creating an account, you agree to:

- Maintain the confidentiality of your login credentials.
- Ensure all information provided is accurate and up to date.
- Notify us of any unauthorised access or security breaches.

We reserve the right to suspend or terminate accounts that violate these Terms or applicable laws.

### 4. Payment Terms

- Payments must be made in GBP (£).
- Accepted payment methods include credit/debit cards, PayPal, and direct bank transfers.
- Full payment is required before services are rendered.
- Refunds are processed as per our **Refund Policy** (outlined in Section 6).

## 5. Cancellation Policy

#### For Organisations:

- Cancellations made at least 48 hours before a scheduled session: Full refund.
- Cancellations between 24-48 hours before a session: 75% refund.
- Cancellations within 24 hours or no-shows: Non-refundable.

#### **Unused Packages:**

For package deals, refunds for unused sessions will be **prorated** based on the number of remaining sessions, minus a **£25 administrative fee**. Refund requests can be sent to support@fullyspoken.com.

# 6. Refund Policy

Refunds for services sold on our Site are processed as follows:

- Full Refund If cancelled at least 48 hours before the scheduled service.
- Partial Refund (75%) If cancelled between 24-48 hours before the service.
- No Refund If cancelled within 24 hours or in case of a no-show.

Refunds will be processed using the original payment method unless agreed otherwise. Requests must be submitted within 48 hours of the scheduled session to support@fullyspoken.com.

### 7. Acceptable Use

Users must not:

- Harass, mistreat, or violate the rights of others.
- Violate intellectual property rights.
- Hack accounts or engage in fraudulent activity.
- Post inappropriate or offensive content.
- Engage in spamming, malware distribution, or phishing.
- Misrepresent affiliation with Fully Spoken.

Violating these Terms may result in suspension, termination, or legal action.

### 8. Guarantees

We strive for uninterrupted and error-free service but cannot guarantee that:

- The website will be available 24/7.
- All content will always be accurate and error-free.

- Third-party content accessed via our website is reliable.
- Services will meet individual expectations.

We disclaim all implied warranties to the extent permitted by law.

### 9. Consumer Protection Law

These Terms comply with the **Sale of Goods Act 1979**, **Consumer Rights Act 2015**, and other consumer protection laws. Any conflicts between these Terms and legal rights will be resolved in favour of the mandatory provisions of such legislation.

## 10. Third-Party Links

Our Site may contain links to third-party websites. We are not responsible for their content, policies, or practices. Users should read their terms before engaging with them.

# 11. Limitation of Liability

Fully Spoken Ltd and its affiliates shall not be liable for any losses, damages, claims, or legal expenses resulting from your use of the Site.

# 12. Indemnity

By using this Site, you agree to indemnify and hold Fully Spoken Ltd and its affiliates harmless from any claims, losses, damages, or expenses resulting from a violation of these Terms.

## 13. Governing Law

These Terms are governed by the **laws of England and Wales**. Disputes will be resolved in English and Welsh courts.

# 14. Changes to Terms

We reserve the right to update these Terms. Users will be notified of significant changes via email or website announcements. Continued use of the Site constitutes acceptance of updated Terms.

### **15. Data Protection & GDPR Compliance**

Fully Spoken Ltd complies with the UK GDPR and the Data Protection Act 2018.

#### **Collection and Use of Personal Data**

- We collect and process necessary personal data for service delivery.
- Data is used for:
  - Service administration and communication.
  - Payment processing and fraud prevention.
  - Customer support and dispute resolution.

#### **Marketing Communications**

- If you sign up or register for any of our services or interests, you will be added to our mailing list automatically.
- Users may receive emails or messages about our services and promotions.
- You can **unsubscribe at any time** by clicking the "unsubscribe" link or contacting us at info@fullyspoken.com.
- We do **not** sell, rent, or share personal data for marketing purposes.

#### **Data Security & Retention**

- We implement appropriate security measures to prevent unauthorised access.
- Data is retained as long as necessary for business or legal purposes.

#### **User Rights Under UK GDPR**

- Right to access, correct, delete, or object to data processing.
- Requests can be sent to info@fullyspoken.com.

#### **Cookies & Website Tracking**

- Our website may use **cookies** for a better user experience.
- Users can manage or disable cookies via browser settings.

### **16. Contact Information**

For questions or concerns, contact us at:

- **Email:** info@fullyspoken.com
- **Address:** 3rd Floor, 86-90 Paul Street, London, EC2A 4NE

#### 17. Cancellation Form

To: Fully Spoken Ltd

- **Email:** info@fullyspoken.com
- **Address:** 3rd Floor, 86-90 Paul Street, London, EC2A 4NE

I hereby cancel my contract for the following services:

- Ordered on:
- Received on:
- Name:
- Address:
- Signature:
- Date: